

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

DIANNA L. WATT,

Plaintiff(s),

v.

EQUIFAX INFORMATION SERVICES,  
LLC, et al.,

Defendant(s).

Case No.: 2:19-cv-02229-APG-NJK

**Order**

[Docket No. 24]

Pending before the Court is an amended stipulation to extend by a month the deadline for First Premier Bank to respond to the complaint. Docket No. 24. As detailed in the order denying the stipulation previously, First Premier Bank has now had roughly four months to respond to the complaint. *See* Fed. R. Civ. P. 12(a)(1) (establishing default deadline); *see also* Docket No. 7 (granting stipulation for month-long extension), Docket No. 13 (same), Docket No. 18 (same). The instant stipulation does not represent that First Premier Bank is unable to formulate a response to the complaint now. As such, the basic standard of “good cause” is not met. *See Johnson v. Mammoth Recreations, Inc.*, 975 F.2d 604, 609 (9th Cir. 1992).

The stipulation is instead premised on First Premier Bank’s desire to continue engaging in informal discovery from Equifax through which it hopes to establish a defense and, upon doing so, to obtain a quick settlement without the cost of responding to the complaint. Docket No. 24 at

2. The Court encourages settlement and is mindful of the cost of litigation, but that must be

balanced against other considerations such as delay. *See* Fed. R. Civ. P. 1 (courts strive for the

1 “just, speedy, and inexpensive” resolution of cases). As noted above, months have already been  
2 provided so that First Premier Bank could investigate the allegations and prepare a response to the  
3 complaint. Defendant Equifax has filed an answer and the case is primed to proceed into the  
4 discovery phase. *See* Docket No. 15; *see also* Local Rule 26-1(a). Continuing to stall First Premier  
5 Bank’s participation in the case so that it can conduct informal, pre-answer discovery may cause  
6 delay and is not justified at this point.

7 In light of the above, the Court declines to provide another month-long extension. Given  
8 that the current deadline expired yesterday and as a one-time courtesy to counsel, the Court will  
9 instead allow for a 14-day extension. Accordingly, the stipulation is **GRANTED** in part and  
10 **DENIED** in part, and First Premier Bank’s deadline to respond to the complaint is **EXTENDED**  
11 to May 11, 2020. **NO FURTHER EXTENSIONS WILL BE GRANTED.**

12 IT IS SO ORDERED.

13 Dated: April 28, 2020

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Nancy J. Koppe  
United States Magistrate Judge

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